

INTERLOCAL AGREEMENT **20411**
BETWEEN
THE CITY OF OLYMPIA AND MCLANE BLACK LAKE FIRE DEPARTMENT
FOR
RADIO FREQUENCY USE

Whereas, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

Whereas, the City of Olympia has been assigned radio frequency 159.1875 under FCC license KFE781; and

Whereas, the City of Olympia is currently not using the frequency, and its use is not anticipated in the near future; and

Whereas, McLane Black Lake Fire Department is in need of a narrow band frequency and available frequencies are currently not available within Thurston County; and

Whereas, the City of Olympia wishes to provide the mutual benefit of enhancing interoperable communication for response and training by allowing another fire jurisdiction to co-license the frequency; and

Whereas, McLane Black Lake Fire Department agrees to incur all cost associated with co-licensing and agrees to surrender said frequency upon request;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia (OLYMPIA) and McLane Black Lake Fire Department (DISTRICT) agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to allow OLYMPIA to authorize the DISTRICT to co-license and use radio frequency 159.1875 under the DISTRICT FCC license WPF700.

II. Scope of Agreement

A. Responsibilities of OLYMPIA shall be as follows:

1. Provide authorization paperwork (an authorization letter) as required by the FCC to allow for the co-licensing of frequency 159.1875.

B. Responsibilities of the DISTRICT shall be as follows:

1. Indemnify, defend, and hold OLYMPIA, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the subject matter of this agreement;
2. File all required paperwork, except for that provided in Article II (a), and pay all fees associated with the initial co-licensing and any such fees for the maintenance of FCC co-licensing; at no cost to OLYMPIA.
3. Allow OLYMPIA use of the co-licensed frequency at any time and at the sole discretion of OLYMPIA;

V. Joint Board

This Agreement creates no Joint Board and no separate legal entity.

VI. Duration of Agreement

This Agreement shall be effective until its termination by either party as expressed in section VII.

VII. Termination of Agreement

This Agreement may be terminated by either party upon giving written notice thereof to the other party not less than ninety (90) days prior to the requested date of termination.

VIII. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by OLYMPIA and the DISTRICT and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

IX. Recording

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

X. Notice

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA

Attn: Deputy Chief Greg Wright

Re: Frequency Use Agreement with MCLANE BLACK LAKE FIRE DEPT.

PO Box 1967

Olympia, WA 98507-1967

MCLANE BLACK LAKE FIRE DEPARTMENT

Attn: Steve North – Fire Chief

Re: Frequency Use Agreement with CITY OF OLYMPIA

125 Delphi Rd NW

Olympia, WA 98502

XIII. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Thurston County.

XIV. Effective Date


This Agreement shall take effect on the date of the last authorizing signature affixed hereto.

CITY OF OLYMPIA




Mayor

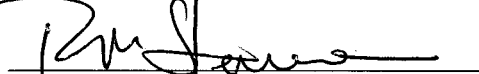
MCLANE BLACK LAKE FIRE DEPARTMENT




Commissioner



Commissioner



Commissioner



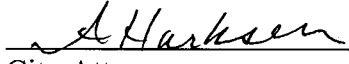
Commissioner

Commissioner

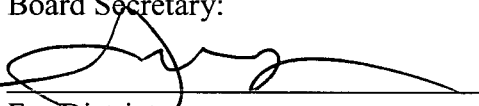
Commissioner

Date: 6-18-13

Date: Just max

Approved as to form:


City Attorney (ACA)

Board Secretary:


For District

Approved as to form:

Attorney for the District



City of Olympia | Capital of Washington State

P.O. Box 1967, Olympia, WA 98507-1967

June 18, 2013

Federal Communications Commission
1270 Fairfield Road
Gettysburg, PA 17325-7245

RE: Letter of Concurrence and Certificate of Service – KFE781

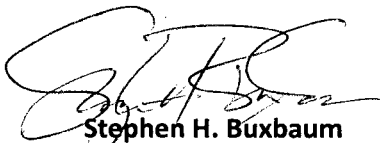
Dear FCC,

The City of Olympia approves the McLane / Black Lake Fire Department request for MO and FX1 co-channel 159.1875 MHz licensing subject to the terms of the interlocal agreement between the City of Olympia and McLane Black Lake Fire Department for Radio Frequency Use dated June 18, 2013. The City of Olympia has reviewed and approves the McLane / Black Lake Fire Departments FCC Form 601 application.

The City of Olympia certifies that call sign KFE781 is in service and will work with the McLane / Black Lake Fire Department to mitigate any interference.

Should the FCC frequency coordinator have any questions, please contact Deputy Chief Greg Wright at 360-753-8466

Sincerely,


Stephen H. Buxbaum
Mayor

olympiawa.gov

MAYOR: Stephen H. Buxbaum **MAYOR PRO TEM:** Nathaniel Jones **CITY MANAGER:** Steven R. Hall
COUNCILMEMBERS: Jim Cooper, Julie Hankins, Steve Langer, Jeannine Roe, Karen Rogers